

Wrongful Dismissal Moose Jaw Saskatchewan

Wrongful Dismissal Moose Jaw Saskatchewan - If you were abruptly let go or demoted from your job, you might be able to take legal action against your employer for wrongful dismissal. Our firm's wrongful dismissal lawyers can advise you concerning the best course of action so as to protect your interests.

If you are an employer considering about firing someone, it is suggested that you acquire recommendation of our lawyers. We can help you to understand your alternatives and prevent a possible lawsuit.

We can assist both the employer who is seeking to let go an employee, and for an employee seeking damages for a wrongful dismissal. In whatever circumstance, we can help you to protect and understand your rights.

The real question is how much may you be able to get from a wrongful dismissal? Normally the compensation would cover the lost benefits and salary during the notice period, less the severance pay or notice you might have received. You are expected to look for a new job after any employment dismissal and your efforts in this regard would be considered by the courts. If you earn money during the reasonable notice period, that amount would be deducted from whatever judgment for damages.

If you for example only received six weeks of notice prior to termination, and you were actually allowed to more notice, then a court can calculate that entitled time into the damages. The courts often award damages for stock option, moving expenses, bonuses, vacation pay as well as medical, insurance and pension plans.

You might be able to claim that you have been constructively dismissed and go to court for wrongful dismissal, if in your case your duties or status are basically altered. Constructive dismissal handles matters of loss of job without getting dismissed or fired. It works this way: you were vice president of sales, but now you are "special projects manager" in a closet next to the mailroom. Employers can try this tactic to prevent a court case, but you can still go to court if your employer breaches whatever major conditions of the employment relationship.

Based on all the circumstances of the employment relationship, it is really up to the court to determine whether a fundamental change or breach has occurred. For instance, there is no constructive dismissal if you were given reasonable notice that there will be a change to your job or status. If you think a breach has happened, you should instantly communicate to your employer that the change is not acceptable and try to negotiate a solution. Just then, if the issue is not resolved, can you resign and start a wrongful dismissal action against your employer. The court will consider the circumstances surrounding the resignation when it considers damages. Then again, if you continue to work under the new conditions, the courts will consider you to have accepted the new employment arrangement.

Changes within your employment which may constitute as constructive dismissal would include: change in job responsibility, demotion, withholding pay; forced leave of absence, hiring a replacement, abusive treatment; forced transfer, reduced hours, short-term lay off.

In some situations, the courts could compensate a terminated employee for damages associated to such things like an employer's extreme behaviour resulting in mental distress, including assault, loss of reputation and even defamation. You could be compensated if you left a prior employer at the insistence of the employer who dismissed you.

The courts can award damages based on numerous different aspects which will eventually depend upon the specifics of each and every case. Please get into contact with our office and we could receive a consultation to know what your rights are. We would look at all aspects of your complaint and determine if you have a constructive dismissal case.